

# **EXHIBIT B**

**CLARK GULDIN**  
ATTORNEYS AT LAW

jozarow@clarkguldin.com  
Reply to: MONTCLAIR  
Direct Dial: 973-604-3200  
Direct Fax: 973-604-3201

September 11, 2024

Re: Warehouse Lease made as of \_\_\_ day of October, 2023 (the "Lease") by and between 1735 Jersey Ave LLC, as landlord ("Landlord") and Luxe Living Design, LLC, as tenant ("Tenant") for approximately One Hundred Ninety-Five Thousand Seven Hundred Eight-Two square feet in the building located at 1735 Jersey Avenue, North Brunswick, NJ (the "Premises")

To whom it may concern:

This firm represents the above-referenced Landlord of the Premises. Currently, Landlord and Tenant are in a dispute with Tenant withholding rent payments due under its Lease. Per the Lease's terms, Tenant has no right to withhold rent and, by doing so, Tenant has committed an "Event of Default" as that term is defined in the Lease.

Where, like here, an Event of Default occurs, the Lease affords Landlord an opportunity to engage in self-help to repossess the Premises. As a matter of law, these self-help provisions are enforceable. *Liqui-Box Corp. v. Estate of Elkmann*, 238 N.J. Super. 588, 600 (App. Div. 1990). While Tenant may object to such actions, Tenant's recourse is to seek civil redress in the pending litigations before the Court. In all events, Landlord respectfully requests that you refrain from taking any action to frustrate Landlord's rights under the Lease.

If you have any questions regarding any of the above, please feel free to contact the undersigned.

Sincerely,



Jonathan A. Ozarow